



BEST AVAILABLE COPY Atty. Dkt. No. 051874-0110

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: William MEADOW et al.
Title: CHECK AUTHORIZATION SYSTEM AND METHOD
Appl. No.: 09/901,124
Filing Date: 7/10/2001
Examiner: Nga B. NGUYEN
Art Unit: 3628

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, PAYFORMANCE CORPORATION, having its principal place of business at 10550 Deerwood Park Boulevard, Jacksonville, Florida 32256-0596, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/901,124, filed July 10, 2001, by virtue of an Assignment filed and recorded on July 10, 2001, on Reel/Frame 011984/0949, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 7,006,632, which issued on U.S. Patent Application No. 09/859,356, filed May 18, 2001, by virtue of an Assignment filed and recorded on May 18, 2001, on Reel/Frame 011822/0533, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, PAYFORMANCE CORPORATION, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 7,006,632, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 7,006,632 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

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In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 7,006,632 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 7,006,632 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 7,006,632 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 7,006,632, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 7,006,632 rests with Petitioners, PAYFORMANCE CORPORATION. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

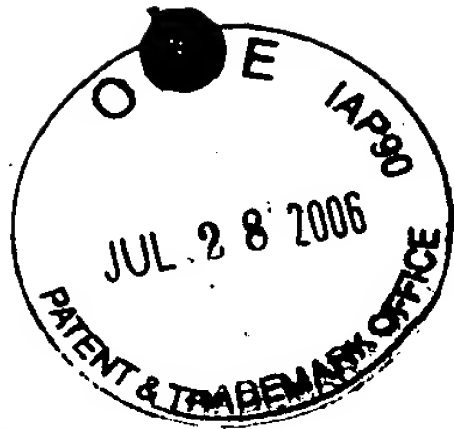
Respectfully submitted,

Date July 28, 2006

FOLEY & LARDNER LLP
Washington Harbour
3000 K Street NW, Suite 500
Washington, D.C. 20007-5143
Telephone: (202) 672-5300
Facsimile: (202) 672-5399

By Phillip J. Articola *Reg. No.*
38,819

for / Brian J. McNamara
Registration No. 32,789



UNITED STATES DEPARTMENT OF COMMERCE
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SEPTEMBER 24, 2001

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FOLEY & LARDNER
BRIAN J. MCNAMARA
WASHINGTON HARBOUR
3000 K STREET, N.W., SUITE 500
WASHINGTON, D.C. 20007-5109

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RECORDATION DATE: 07/10/2001

REEL/FRAME: 011984/0949

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MEADOW, WILLIAM D.

DOC DATE: 07/05/2001

ASSIGNOR:

GORDIE, RANDALL A., JR.

DOC DATE: 07/05/2001

ASSIGNOR:

AHUJA, SANJAY P.

DOC DATE: 07/05/2001

ASSIGNEE:

PAYFORMANCE CORPORATION
10550 DEERWOOD PARK BOULEVARD
JACKSONVILLE, FLORIDA 32256-0596

SERIAL NUMBER: 09901124

FILING DATE: 07/10/2001

PATENT NUMBER:

ISSUE DATE:

011984/0949 PAGE 2

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
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FORM PTO-1595 (modified)

(Rev 6-93)

RECC

07-20-2001



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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1. Name of conveying party(ies):

William D. Meadow
Randall A. Gordie, Jr.
Sanjay P. Ahuja

2. Name and address of receiving party(ies):

PAYFORMANCE CORPORATION
10550 Deerwood Park Boulevard
Jacksonville, Florida 32256-0596



Additional conveying party(ies) attached? NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

July 5, 2001

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is: July 5, 2001

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Brian J. McNamara
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5109

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Phillip J. Articola
for Brian J. McNamara

Name of person signing

Phillip J. Articola

Signature

July 10, 2001

Date

Reg. No. 38,819

Total number of pages including cover sheet, attachments, and document: 3

/13/2001 EHAILE1 00000019 09901124

FC:581

40.00 OP

12.607383.1

ASSIGNMENT AND AGREEMENT

WHEREAS, William D. MEADOW, Randall A. GORDIE, Jr., and Sanjay P. AHUJA, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **CHECK AUTHORIZATION SYSTEM AND METHOD** (Atty. Dkt. No. 051874/0110); and

WHEREAS, Payformance Corporation, a corporation duly organized and existing under the laws of the State of Florida, and having its principal place of business at 10550 Deerwood Park Boulevard, Jacksonville, Florida 32256-0596 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned,

and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAMES AND SIGNATURES OF INVENTORS		
Name: William D. MEADOW	Signature: <i>William D. Meadow</i>	Date: 7/5/01
Name: Randall A. GORDIE, Jr.	Signature: <i>Randall Gordie Jr.</i>	Date: 7/5/01
Name: Sanjay P. AHUJA	Signature: <i>SP Ahuja</i>	Date: 7/5/01
NAMES AND SIGNATURES OF WITNESSES		
Name: LINDA LONG	Signature: <i>Linda Long</i>	Date: 7/5/01
Name: FEDERIQUE NOVAS	Signature: <i>Federique Novas</i>	Date: 7/5/01

518 74/10
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Washington, D.C. 20231



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AUGUST 07, 2001

FOLEY & LARDNER
PHILLIP J. ARTICOLA
WASHINGTON HARBOUR
3000 K STREET, N.W., SUITE 500
WASHINGTON, D.C. 20007-5109

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RECORDATION DATE: 05/18/2001

REEL/FRAME: 011822/0533
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MEADOW, WILLIAM D.

DOC DATE: 05/17/2001

ASSIGNOR:
GORDIE, RANDALL A.

DOC DATE: 05/17/2001

ASSIGNOR:
AHUJA, SANJAY P.

DOC DATE: 05/17/2001

ASSIGNEE:
PAYFORMANCE CORPORATION
10550 DEERWOOD PARK BOULEVARD
JACKSONVILLE, FLORIDA 32256-0596

FILING DATE: 05/18/2001
ISSUE DATE:

SERIAL NUMBER: 09859356
PATENT NUMBER:

011822/0533 PAGE 2

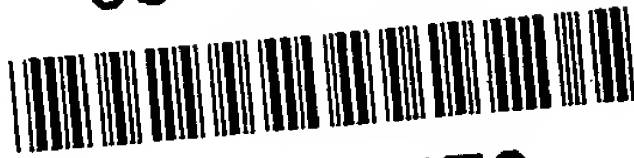
SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
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05-25-2001



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

3 SHEET

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

William D. MEADOW, May 17, 2001
Randall A. GORDIE, May 17, 2001
Sanjay P. AHUJA, May 17, 2001

05/18/01

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

May 17, 2001

2. Name and address of receiving party(ies):

Payformance Corporation
10550 Deerwood Park Boulevard
Jacksonville, Florida 32256-0596

JC978 U.S. PTO
09/859356

05/18/01

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is: May 17, 2001

A. Patent Application Number(s):

B. Patent Number(s):

09/859356

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Phillip J. Articola
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5109

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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Phillip J. Articola

Name of person signing

Signature

May 18, 2001

Date

Total number of pages including cover sheet, attachments, and document: 7

05/21/2001 HGBREH1 00000014 09859356

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NAMES AND SIGNATURES OF INVENTORS		
Name: William D. MEADOW	Signature: <i>William D. Meadow</i>	Date: 5/17/01
Name: Randall A. GORDIE, Jr.	Signature: <i>Randall A. Gordie, Jr.</i>	Date: 5/17/01
Name: Sanjay P. AHUJA	Signature: <i>Sanjay P. Ahuja</i>	Date: 5/17/01
NAMES AND SIGNATURES OF WITNESSES		
Name: <i>David Lardner</i>	Signature: <i>David Lardner</i>	Date: 5/17/01
Name: <i>Ronald A. Stanions</i>	Signature: <i>Ronald A. Stanions</i>	Date: 5/17/01

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